

PERMANENT EASEMENT AGREEMENT

Dated as of \_\_\_\_\_, 2010.

23-024-0082.0700

Tax parcel no.

Return to:

Dale E. Hustad

N9525 Hustad Vly Rd

Mt. Horeb, WI 53572

WHEREAS Michael A Morgan and Ann Troup Morgan are the owners of the following described real estate (hereinafter called "Parcel A"):

Lot Twenty-four (24) of Certified Survey Map No. 2340 as recorded in the Office of the Register of Deeds of Green County, Wisconsin, in Vol. 8, Page 51. Located in the Town of New Glarus, Green County, Wisconsin.

WHEREAS the Town of New Glarus and the owners of Parcel A desire to have the temporary cul-de-sac at the end of Highland Drive become a town road.

WHEREAS part of the cul-de-sac right of way extends onto Parcel A.

WHEREAS Michael A Morgan and Ann Troup Morgan, for good and valuable consideration as detailed below, hereby grant an easement to the Town of New Glarus consisting of that part of the cul-de-sac with a radius of 60 feet that extends into Parcel A. More clearly illustrated on CSM No. 2340 as recorded in the Office of the Register of Deeds of Green County, Wisconsin, in Vol. 8, Page 51.

**1. Purpose:** The purpose of this easement is to allow for the repairs and maintenance to Highland Drive roadway and cul-de-sac, along with grading, ditching and associated work by contractors under contract with the Town of New Glarus and subcontractors thereof.

**2. Access:** The Town of New Glarus or its agents shall have the right to enter the easement area for the purpose of exercising its rights therein.

**3. Buildings or Other Structures:** The owner of Parcel A agrees that no structures, trees or bushes will be erected or planted in the easement area or in such close proximity thereto so as to interfere with the purpose of said easement.

**4. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

**5. Easement Permanent:** The easement herein granted shall be binding upon the owner of Parcel A and his/her successors in interest in Parcel A as a covenant running with Parcel A for the benefit of the Town of New Glarus or its successors in interest or agents in perpetuity.

**6. Consideration:** The owners shall not bear any of the repair and maintenance costs.

**IN WITNESS WHEREOF,** Michael A Morgan and Ann Troup Morgan as owners of Parcel A and Keith Seward as Chairman of the Town of New Glarus and Pattie Salter as Clerk of the Town of New Glarus executed this Agreement as of the date first herein written.

Dated: \_\_\_\_\_, 2010.

\_\_\_\_\_  
Michael A Morgan, owner

\_\_\_\_\_  
Ann Troup Morgan, owner

\_\_\_\_\_  
Keith Seward, Town Chairman

\_\_\_\_\_  
Pattie Salter, Town Clerk

Subscribed and sworn to before me by Pattie Salter and Keith Seward on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Name printed:  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_.

Subscribed and sworn to before me by Michael A Morgan and Ann Troup Morgan on \_\_\_\_\_, 2010.

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Name printed:  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_.

Drafted by Dale E. Hustad  
Attorney at law  
N9525 Hustad Valley Road  
Mt. Horeb, WI 53572  
(608) 527-2733